SUP^r AR COURT

STATE OF RHODE ISLAND PROVIDENCE COUNTY, SC

RICHMOND MOTOR SALES, INC., and JUSTIN POTTER

Plaintiffs,

C.A. No.: 2013-5407

vs.

PROGRESSIVE CASUALTY INSURANCE COMPANY a/k/a THE PROGRESSIVE CORPORATION,

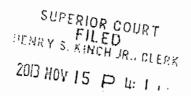
Defendant.

AMENDED COMPLAINT AND JURY DEMAND

NOW COME the Plaintiffs and hereby commence this instant action against the Defendant to recover monies due in accordance with Rhode Island State Law.

Parties

- 1. The Plaintiff, Richmond Motor Sales, Inc. (hereinafter "Richmond"), is a Rhode Island Domestic Profit Corporation with a principal office located at 700 North Main Street, Providence, Rhode Island.
- 2. The Plaintiff, Justin Potter (hereinafter "Potter"), is a Rhode Island resident with an address of 129 Chestnut Hill Avenue, Cranston, Rhode Island.
- 3. The Defendant, Progressive Casualty Insurance Company a/k/a The Progressive Corporation (hereinafter "Defendant" or "Progressive"), is an Ohio Corporation engaged in the business of supplying products in several States, including the State of Rhode Island.
- 4. Plaintiffs Richmond and Potter will be referred to in their individual capacities or collectively referred to as the "Plaintiffs" where appropriate.



JID

Jurisdiction

5. This Court has jurisdiction over the subject matter herein pursuant R.I. Gen. Laws § 8-2-14.

General Allegations

- 6. Potter rented a 2010 Hyundai Sonata (hereinafter "Car") from Richmond on or about April 8, 2013. See Contract attached at Exhibit A.
- 7. Richmond entered into the rental agreement with Potter after he produced a copy of his Rhode Island State Driver's License and an Auto Liability Insurance Identification Card issued by Defendant, attached hereto at Exhibit B. Richmond verified that Potter, minimally, carried automobile liability insurance.
- 8. Richmond documented the physical condition of the Car in several photographs taken in the presence of Potter, prior to his rental of the Car. See Walk-Around Form and fifteen photographs attached with Contract at Exhibit A.
- 9. On or about April 22, 2013, the Car, while in the custody and control of Potter, was damaged as a result of a collision with another vehicle while it was traveling south on Huron Street in Providence, Rhode Island. See Providence Incident Report and State of Rhode Island Uniform Crash Report attached as Exhibit C.
- 10. The Car was inspected by a Progressive appraiser on or about April 25, 2013 and declared a "total loss". See Appraisal Appointment and Vehicle Valuation Report attached at Exhibit D.
- 11. The Car was towed to Dean Auto Collision Center and stored there until an appraiser from Progressive inspected the Car. The cost for the towing of the Car was \$277.00. The Car is currently in storage and accruing storage fees at \$24.00 per day, pursuant to

Regulation 73 of the Rhode Island Department of Business Regulation, Insurance Division. See Towing & Storage Fees attached at Exhibit E.

- 12. Despite numerous attempts, Richmond has not obtained payment from the Defendant for the full value of the total loss of the Car.
- 13. To date, Richmond has not received compensation for the damage to the Car, as described herein.

COUNT I

(Declaratory Judgment as to the Violation of Liability Insurance Coverage)

- 14. Plaintiffs reallege and incorporate paragraphs 1 through 13 as if set forth fully herein.
- 15. Rhode Island General Law § 27-7-6 states that, "For liability assumed under a written contract, coverage shall be provided under the property damage liability section of an insured's private passenger automobile insurance policy. Property damage coverage shall extend to a rented motor vehicle, under ten thousand (10,000) lbs, without regard to negligence for a period not to exceed sixty (60) consecutive days."
- 16. Potter's liability insurance coverage from Progressive extends to cover any rented motor vehicle based on State law; therefore, any damage to the Car must be covered by Progressive.
- 17. Progressive's failure to remit payment to Richmond the full value of the total loss of the Car as described herein, is in violation of Rhode Island General Law § 27-7-6.
- 18. As a direct and proximate result of Progressive's failure to remit payment to Richmond for the full value of the total loss of the Car, Richmond has suffered damages.

WHEREFORE, Plaintiffs respectfully pray that this Honorable Court enter an order that provides as follows:

- a. A declaration by this Court, pursuant to, and in accordance with, Rhode Island
 General Laws § 9-30-1, et seq., that Progressive has violated Rhode Island General
 Law § 27-7-6;
- b. An award to Plaintiffs of any and all attorneys' fees, costs and other disbursements or expenses incurred by Plaintiffs as a result of prosecuting the above-captioned matter; and,
- c. An award to Plaintiffs of such other further relief as this Court may deem fair, just and equitable.

COUNT II (Bad Faith/Breach of Implied Good Faith Against the Defendant)

- 19. Plaintiffs reallege and incorporate paragraphs 1 through 18 as if set forth fully herein.
- 20. Progressive's failure to resolve the claim associated with the damages sustained by the Car, asserted pursuant to Potter's insurance policy constitutes a breach of the implied covenant of good faith and fair dealing, as mandated by State law, and required under the terms of the insurance coverage, pursuant to State law.
- 21. Progressive's actions, as described herein, are in violation of Rhode Island General Law § 9-1-33.
- 22. As a direct and proximate result of Progressive's violation of Rhode Island General Law § 9-1-33, the Plaintiffs have suffered damages.

WHEREFORE, the Plaintiffs demand judgment against Progressive for all compensatory damages provable at trial, interest, punitive damages, and all attorneys' fees, costs and expenses incurred in prosecuting this instant action, and any such other and further relief as may be deemed just by this Honorable Court.

COUNT III (Damages)

- 23. Plaintiffs reallege and incorporate paragraphs 1 through 22 as if set forth fully herein.
- 24. As a result of the damages sustained to the Car or about April 22, 2013, the Car was deemed a total loss and could no longer be rented.
- 25. As a direct and proximate cause of being unable to rent the Car, Richmond has suffered damages.

WHEREFORE, Plaintiffs respectfully pray that this Honorable Court enter an order that provides as follows:

- a. An award of damages compensating Richmond for its loss of use of the Car;
- b. An award of towing and daily storage fees for the storage of the Car at a licensed repair facility to preserve it as evidence;
- c. An award of damages compensating Richmond for the full value of the total loss of the Car:
- d. An award to Plaintiffs of any and all attorneys' fees, costs and other disbursements or expenses incurred by Plaintiffs as a result of prosecuting the above-captioned matter; and,
- e. An award to Plaintiffs of such other further relief as this Court may deem fair, just and equitable.

JURY DEMAND

Plaintiff hereby demands a trial by jury, designating John O. Mancini, as its lead counsel.

Plaintiffs,

RICHMOND MOTORS SALES, INC., AND JUSTIN POTTER

By and through their attorneys,

Mulvolas Son

John O. Mancini, Esquire (#6061)

Nicholas J. Goodier, Esquire (#7858)

Law Offices of Michael A. Kelly, PC

128 Dorrance Street, Suite 300

Providence, RI 02903

Tel#: (401) 490-7334 Fax#: (401) 490-7874

Dated: November 5, 2013



EXHIBIT A



13-3617556 Deather martin

RI555 Rev. 3/10

RICHMOND MOTOR SALES AND RENTAL

P O BOX 9043

PROVIDENCE RI 02940 Tel: 401-369-7779 or 401-228-7600 Fax: 401-369-7211 or 401-521-2904

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	Renter (Print)	Phone Social Security P	Year/Make	Vohiclo #
	JUSTIN POTTER Home Address	(755) 714-0627 City State Zip	2010 HYUNDAI Model Tag	283
	129 CHESTNUT HILL AVE CRANS	STON RI 02920	SONATA 986-424	Fuol Out E 09 1/2 3/4 F
	Driver's License #	Slate Exp. Date Date of Birth	VINI	Fuelin E 1/4 1/2 3/4 F
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	ditional charge, a collision damage waiver to cover your responsibility for damage	By initialing here you agree to purchase our CDW. CDW does not cover all instances of damage to the Vehicle.	Days • \$	
	to the Vehicle. Before deciding whether	There are exclusions. Subject to the terms of Paragraph 5	O o s 0.00	0,00
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	you may wish to determine whether your	age to the Vehicle.	Loss of Use @ 30.00 Per day	
	own automobile insurance affords you coverage for damage to the rental vehicle	By initialing here you decline to purchase our CDW, and you agree to be responsible for all damage to or loss	Total time and mileage	
	and the amount of the deductible under	and you agree to be responsible for all damage to or loss or theft of the Vehicle.	o s	
	your own insurance coverage. The pur-	PERSONAL ACCIDENT INSURANCE (PAI) OR	perday	
·	chase of collision damage waiver is not mandatory under this contract.	PERSONAL ACCIDENT COVERAGE (PAC)	per day	1
	mandatory under this contract.	By initialing here you agree to purchase PAI or PAC, a summary of the terms of which appears in a separate	Ø \$	
	Read the collision damage waiver dis-	a summary of the terms of which appears in a soparate brochure that you acknowledge receiving.	pet day	
	closure provision contained in the rental		Gas Charge 4.75 / gal	0.00
	agreement before signing the rental agreement. You acknowledge that you	PERSONAL EFFECTS COVERAGE (PEC)	SURCHARGE 8,00 %	
tim and it are to Chillipse 1	received and read this notice before sign-	———By initialing here you agree to purchase PEC, a sum- mary of the terms of which appears in a separate brochure	SALES TAX 7.00 %	
	ing the rental agreement.	that you acknowledge receiving.	OALES 17A 7.00 %	
	2 12 1	Supplemental Liability Insurance (SLI)	Total Tax Amount	1
	I for	By Initialing below you agree to purchase or decline SLI	Subtotal	
	Renter's Signature	and you acknowledge receiving a separate brochure that summarizes the terms of the SLI policy. SLI does not	78	
,	71	cover all risks. There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist	per day	
	The operator's valid collectible liability or self-insurance providing coverage for any	coverage, no coverage for certain passengers in the Ve-	per day	
	third party liability claims shall be primary,	hicle, and other exclusions. Please read the SLI brochure	0 s	
	and the valid and collectible liability or	carefully. If you decline to purchese SLL, you agree to be primary responsible for all demage or injury you cause	por day	
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	ability claims for the owner and/or lessor	ACCEPTED DECLINED ACCEPTED DECLINED ACCEPTED DECLINED	Total Amount	
	arising out of the operation of the vehicle		Due	
	shall be excess.		Customer Pay Direct BW	Direct Bill 2
		By signing below, you indicate you have been given the opportunity to read, prior to signing, and you agree	Minus Deposit	1 , 1
		to the terms of, this Agreement. If you have presented	Not Due Rental Location	
		a credit card for payment of deposit or for renta	Hot bue Rollat Cocasia.	
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	Local 50/mile radius only or	card yougher	ALL CHARGES SUB.	ECT TO FINAL AUDIT
	Orlginating State, or	V Man fice	Refund received by:	
	Check Method of Payment	X Senter's Signature	Χ	
	AEMCVISA	X	Remarks;	
	CashDirect BillOther	Additional Driver's Signature		

Rental Agreement Terms and Conditions

- 1. <u>Definitions</u>, "Agreement" means all terms and conditions found on both sides of this form, "You" or "your" means the person identified as the renter elsewhere in this Agreement, any person signifing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business named on the reverse side of this rental agreement. "Authorized Driver" means the renter and any additional drivers approved and listed by us on this Agreement, and any person defined as an authorized driver in a vehicle rentel lew of the state where the Vehicle is rented, provided that person has a valid driver's license and is at least age 21. "Vehicle" means the automobile or truck identified in this Agreement and any vehicle we substitute therefor, and all its tires, tools, accessories, equipment, keys and vehicle documents. "COW" meens Collision Damage Waiver, "Loss of use" means the loss of our ability to use the Vehicle for any purpose due to demage to it, or loss of it, during this rental. Loss of use is calculated by multiplying the number of days from the date the Vehicle is demaged until it is replaced or repaired times the daily rental rate.
- 2. Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicles. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, line rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the vehicle, no werranty of merchantability and no warranty that the vehicle is fit for a particular purpose.
- 3. Condition and Return of Vehicle. You must return the Vehicle to our rental office on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.
- Assponsibility for Damage or Loss Reporting to Police. You are responsible for all damage to, or loss or theft of, the Vehicle, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the toss if the Vehicle is not repairable or lifwe elect not to repair the Vehicle, loss of use, diminished value of the Vehicle oaused by damage to it or repair of it, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandelism to us end the police as soon as you discover them.
 - 5. Damage Waiver, Notice about liebility for damage to the rental vehicle: the state of Rhode Island requires us to provide the following information about your liability for damage to the rental vehicle and the purchase of a demage waiver, Liability for any damage to the rental vehicle may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage, A damage waiver is not insurance. You do not have to purchase the damage welver. You can decline it. If you purchase COW, we waive our right to collect from you for damage to the Vehicle. COW is not insurance. Even if you buy the demage waiver, you and any Authorized Driver will remain liable for damage. If: a) the Vehicle is used: (i) by anyone other than an Authorized Driver, even if the unauthorized driver is using the Vehicle with the renter's permission or accession; (ii) by an Authorized Driver while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which damage to the Vehicle occurs; (III) by anyone who obtained the Vehicle or obtained approval as an Authorized Driver by giving us fraudulent information; (iv) by an Authorized Driver to commit a felony;..(v) to carry persons or property for hire, to push or tow anything, or outside the United States or Canada, unless a State geographic restriction is noted on the reverse side of this agreement; (vi) by an Authorized Driver while engaging in any speed test; b) damage to, or loss of, the Vehicle is intentionally, willfully or wantonly caused by an Authorized Driver, or c) damage or loss is incurred if the vehicle is stolen and the renter or authorized driver falls to return the original ignition key, falls to file a police report within 72 hours of discovering the theft, or falls to cooperate with the rental company, police or other authorities in all matters connected with the investigation of the theft.

- 5. <u>Insurance.</u> You are responsible for all damage or loss you cause to other's. You agree to provide auto liability, collision and comprehensive insurance covering you, us end the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property demage liability coverage with limits no higher than minimum levels prescribed by the vehicular financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. Coverage applies in the United States and Canada. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer. Glving the Vehicle to an unauthorized driver terminates coverage under the Policy.
- Charges. You will pay us, or the eppropriate government authorities, on demand all charges due us under this Agreement, including: (a) time end mileage for the period you keep the Vehicle, or a mileage charge based on our experience If the odometer is tempered with or disconnected; (b) charges for additional drivers: (c) optional products and services you purchased; (d) fuel and a refueling charge, if you return the Vehicle with less fuel than when rented: (e) applicable taxes; (f) all parking, traffic and toll violations, fines, penalties, forteitures, court costs, towing and storage charges and other expenses involving the Vehicle assessed against us or the vehicle; if you fall to pay the charging authority, you will pay us the full amount of the cherges plus our administrative fee of \$50 for each violation; (g) all expenses we incur in locating and recovering the Vehicle if you fall to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we inour collecting payment from you or otherwise enforcing or defending our rights under this Agreement; U) a 2% per month lete payment (ee, or the maximum amount allowed by law, on all amounts past due: (k) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a chock returned unpaid for any reason; and (i) a reasonable fee not to exceed \$250 to clean the Vehicle If returned substantially less clean than when rented.
- 8. Deposit. We may use your deposit to pay any amounts owed to us for Rental Charges under this Agreement.
- 9. Your Property, You release us, our egents end employees from all claims for loss of. or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 10. <u>Breach of Agreement.</u> The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches of this Agreement. You waive all recourse egainst us for eny criminal reports or prosecutions that we take against you that erise out of your breach of this Agreement.
- 11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed, if you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written emendment by us of the due-in date. This Agreement constitutes the entire agreement between you end us. All prior representations and agreements between you and us regarding this rental are void.
- 12. <u>Miscelleneous.</u> A waiver by us of any breech of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us "from eny liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

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- 2. Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicle. We may represess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from at claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.

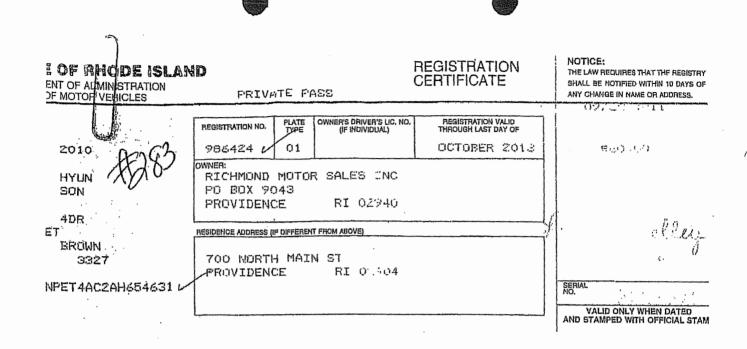
 3. Condition and Return of Vehicle. You must return the Vehicle to our rental office on the date and time apacified in this Agreement, and in the same condition
- 3. Condition, and Return of Vehicle. You must return the Vehicle to our rentlat office on the date end time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.
- 4. Responsibility for Damege or Loss Reporting to Police. You are responsible for all damage to, or loss or theft of, the Vehicle, Including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You'are responsible for the cost of repair, or the actual cash retell value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incourred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

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5. Damage Walver. Notice about liability for damage to the rentel vehicle; the "State of Rhode Island requires us to provide the following information about your liability for darnege to the rental vehicle and the purchase of a demage waiver. Liability for any damage to the rental vehicle may be covered by your personal insurance polloy or credit card agreement. Check your insurance policy or credit card agreement about coverage, A demege waiver is not insurance. You do not have to purchase the damage welver. You can decline it. If you purchase COW, we walve our right to collect from you for damage to the Vehicle, COW is not insurance. Even if you buy the demage watver, you and any Authorized Driver will remain liable for demage if: a) the Vehicle is used: (i) by enyone other than an Authorized Driver, even if the unauthorized driver is using the Vehicle with the renter's permission or accession; (ii) by an Authorized Driver while legally intoxicated or under the influence of any lilegal drug or chemical as defined or determined under the law of the state in which dernege to the Vehicle occurs; (iii) by anyone who obtained the Vehicle or obtained approval as an Authorized Driver by giving us fraudulent information; (IV) by an Authorized Driver to commit a felony;. (v) to carry persons or proporty for hire, to push or tow anything, or outside the United States or Canada, unless a State geographic restriction is noted on the reverse side of this agreement; (vi) by an Authorized Driver while engaging in any speed test; b) demage to, or loss of, the Vehicle is intentionally, willfully or wantonly caused by an Authorized Driver, or c) damage or loss is incurred if the vehicle is stolen and the renter or authorized driver fells to return the original ignition key, fails to file a police report within 72 hours of discovering the theft, or falls to cooperate with the rantal company, police or other authorities in all matters connected with the investigation of the theft.

- 6. Insurance. You are responsible for all damage or loss you cause to other's. You agree to provide auto liability, collision and comprehensive insurance covering you, us and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Polloy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the vehicular finencial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-ineured motorist coverage, where permitted by faw. Coverage applies in the United States and Canade. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates coverage under the Policy.
- 7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience If the odometer is tempered with or disconnected; (b) charges for additional drivers: (c) optional products and services you purchased; (d) fuel and a refueling charge, if you return the Vehicle with less fuel than when rented: (e) applicable taxes; (f) all parking, traffic and toll violations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Vehicle assessed ageinst us or the vehicle; if you fall to pay the charging authority, you will pay us the full amount of the charges plus our administrative fee of \$50 for each violation; (g) all expenses we incur in locating and recovering the Vehicle If you fall to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) eli costs, including pre- and post-judgment attorney fees, wa incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement U) a 2% per month late payment fee, or the maximum amount ellowed by law, on all amounts past due; (k) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpeld for any reason; and (i) a reasonable fee not to exceed \$250 to clean the Vehicla il returned substantially less clean than when rented.
- Deposit. We may use your deposit to pay any amounts owed to us for Rental Charges under this Agreement.
- 9. Your Property, You release us, our agents and employees from all claims for loss of. or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the toss or damage was caused by our negligence or was otherwise our responsibility.
- 10. <u>Breach of Agreement.</u> The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.
- 11. <u>Modifications</u>, No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehiole to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and egreements between you and us regarding this rental are void.
- 12. <u>Miscellaneous. A walver by us of any breach of this Agreement is not a walver of any additional breach or walver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise eny of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us refrom eny liability for consequential, special or punitive damagos in connection with this rentel or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.</u>

13-3617556



13-3617556 Heather Martin

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Walk-Around Form

الله الله					
Date Out	Date In/				
Customer has CDW Customer is responsible for damage Exterior Con RIGHT The windshield has no damage inhitials Tires OK Fair Jack OK Fair FRONT Spare OK Fair Gas Cap OK Fair Hub Cap # 0 1 2 3 Ø Headlights OK Tail Lights OK Tail Lights OK Interior Con Customer is responsible for damage RIGHT REA REA OK Fair O - scrape					
I accept this vehicle and acknowledge that all damage has been inspected by the rental agent and myself and it has been noted on this acceptance sheet. Renter's Signature Kyl Massl? Date 4 / 8 / 13 Agents Signature Kyl Massl? Date 4 / 8 / 3 Vehicle # 383					

